

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re:

Don Karl Juravin

CASE NO. 6:18-bk-06821-CCJ

Debtor,

Chapter 7

Federal Trade Commission,

Plaintiff,

Case No. 6:19-ap-00030-CCJ

v.

Don Karl Juravin,

Defendant.

**ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT, DON KARL
JURAVIN, TO COMPLAINT TO DETERMINE NONDISCHARGEABILITY OF DEBT**

Defendant, Don Karl Juravin ("Juravin") by and through his undersigned counsel files this Answer and Affirmative Defenses to Complaint to Determine Nondischargeability of Debt filed by the Federal Trade Commission and states as follows:

JURISDICTION AND VENUE

1. Admitted for jurisdictional purposes only. Otherwise denied.
2. Admitted for jurisdictional purposes only. Otherwise denied.
3. Admit this proceeding relates to *In re Don Karl Juravin*, No. 6:18-bk-06821-CCJ-21368-BR, now pending in this Court, and that the FTC is a creditor in that case pursuant to a final judgment against Debtor in *FTC v. Roca Labs. Inc.*, No. 8: 15-cv-2231-T-35TBM (M.D. Fla.) and that final judgment was entered against Debtor in that case on January 4, 2019.

THE PARTIES

4. Admit.

5. Admit.

6. Admit.

7. Admit

8. Admit that he was an owner and officer of RLN, MCO, JI and JCL and that he was a representative of RLI, denies that all the “corporate codefendants” are “his corporate codefendants” and admits the remaining allegations in paragraph 8 are denied. .

9. Denied.

10. Denied.

PRIOR PROCEEDINGS

11. Admit the FTC filed an action against Juravin in September 2015, that the District Court in that action entered a temporary restraining order against Juravin and the other defendants in that matter and a preliminary injunction and asset freeze, but deny that the Court ever entered an order finding Juravin or any of the co-defendants’ representations to consumers to be “fraudulent.”

12. Admit.

13. Admit.

14. Admit.

15. Admit.

16. Admit.

17. Admit.

18. Admit.

19. Denied.

**DEFENDANT'S FRAUDULENT CONDUCT GIVING RISE TO
THE NONDISCHARGEABILITY DEBT**

20. Juravin admits Roca Labs, Inc. ("Roca Labs") marketed and sold the Roca Labs Formula and Anti-Cravings, which are dietary supplements, marketed as weight loss products. Otherwise, denied.

21. Juravin admits Roca Labs listed the Roca Labs Formula ingredients, displayed the product label and that the formula is a proprietary combination of various ingredients on RocaLabs.com. Juravin denies the remainder of the allegations in paragraph 21 and states that the information displayed on RocaLabs.com speaks for itself. Otherwise denied.

22. Juravin admits Roca Labs' Anti-Cravings product includes Beta Glucan and Fibersol®-2. Juravin denies the remainder of the allegations in paragraph 22 and states that the information displayed on RocaLabs.com speaks for itself. Otherwise denied.

23. Juravin admits Roca Labs sold products at various price points. Otherwise denied.

Defendant and Codefendants' Marketing and Product Claims

24. Juravin admits Roca Labs advertised, marketed and promoted its products through the Roca Labs Websites using a variety of methods under the trademarks GASTRIC BYPASS NO SURGERY® and GASTRIC BYPASS ALTERNATIVE®. Otherwise denied.

25. Juravin admits the substantial majority of Roca Labs' sales were generated through Roca Labs' websites.

26. Juravin admits Roca Labs used a variety of core messages when it advertised and marketed the products. Otherwise denied.

Defendant and Codefendants' Search and Social Media Advertising

27. Juravin admits Roca Labs used online advertising, such as Google Ads. Otherwise denied.

28. Juravin is without knowledge as to the truth of the allegations in paragraph 28; therefore denied.

29. Juravin admits Roca Labs utilizes banner and text advertisements, and that it used news releases. Otherwise denied.

Claims on Defendant and Codefendants' Roca Labs Websites

30. Juravin is without knowledge as to the truth of the allegations in paragraph 30; therefore denied.

31. Juravin admits that Roca Labs used the illustration in paragraph 31. Juravin states that the referenced URLs speak for themselves. Juravin is without knowledge as to the truth of the remainder of the allegations in paragraph 31 and therefore denies same.

32. Juravin states that the referenced URLs speak for themselves. Otherwise denied.

33. Juravin states that the referenced videos speak for themselves. Otherwise denied.

34. Juravin admits Roca Labs used the advertisement reproduced in paragraph 34. Juravin states that the referenced URLs speak for themselves. Otherwise denied.

35. Juravin admits Roca Labs used certain documents describing the benefits of its products on its websites. Otherwise denied.

36. Juravin states the documents and the information on RocaLabs.com speak for themselves. Otherwise denied.

37. Juravin states the content of the Roca Websites, and the Terms and Conditions speak for themselves. Otherwise denied.

38. Juravin states the content of the websites speaks for itself. Otherwise denied.

39. Juravin denies the allegations in paragraph 39.

Defendant and Codefendants' Use of Testimonials and Purported Third-Party Reviews

40. Juravin admits Roca Labs used testimonials. Juravin states that the content of the Roca Labs websites speaks for itself. Otherwise denied.

41. Juravin admits Roca Labs provided financial incentives to its customers and rewarded them for documenting their weight loss using Roca Labs products, but Juravin denies that Roca Labs paid customers to lose weight. Customers were only offered financial incentives if they successfully used the product and meet certain goals. Otherwise denied.

42. Juravin states the content of the websites speaks for itself. Otherwise denied.

43. Juravin denies the allegations in paragraph 43.

44. Juravin denies the allegations in paragraph 44.

45. Juravin states the content of gastricbypass.me speaks for itself. Otherwise denied.

46. Juravin states gastricbypass.me speak for itself. Otherwise denied.

Defendant and Codefendants' Purchase Process

47. Juravin states the content of the quoted websites speaks for themselves. Juravin admits that Roca Labs sold the Formula and Anti-Cravings at a variety of price points. Otherwise denied.

48. Juravin admits Roca Labs' customers had to complete a qualification process to order products. Exhibit A speaks for itself. Otherwise denied.

49. Juravin admits Roca Labs' customers had to complete a qualification process that included a health application before they were permitted to order products. The health application, the website and the video speak for themselves. Otherwise denied.

50. Juravin admits Roca Labs' customers had to check a box acknowledging that they had read and agreed to Roca Labs' terms, privacy and return policies. Otherwise denied.

51. Juravin admits that when Roca Labs ships products to customers, it enclosed items to measure and mix Roca Labs Formula, a "Success Belt" tape measure and written documentation. Juravin states such written documentation speaks for itself. Otherwise denied.

52. Juravin states the Roca Labs Procedure Rules & Diet document speaks for itself. Otherwise denied.

Defendant and Codefendants' Gag Clauses and Legal Threats

53. Juravin states that package inserts, contracts and other written documentation speak for themselves. Juravin admits Roca Labs required purchasers to agree not to publicly disparage Roca Labs. Roca Labs products were but a few of thousands of supplements on the market; if consumers did not wish to be bound by the terms of Roca Labs' agreements, they were free to purchase any of the other thousands of supplements on the market. Juravin denies that Roca Labs used any sort of clause that prohibits or restrains customers from selecting the product of their choice or that harmed the public in any way. Juravin admits Roca Labs filed lawsuits against customers who breached their contracts with Roca Labs, and against third parties for tortiously interfering with Roca Labs' contracts with its customers. Otherwise denied.

54. Juravin admits Roca Labs' Terms are generally accessible on its websites. Otherwise denied.

55. Juravin admits Roca Labs required its customers to agree not to publicly disparage Roca Labs. Exhibit D speaks for itself. Otherwise denied.

56. Juravin admits Roca Labs required its customers to agree not to publicly disparage it. Otherwise denied.

57. Juravin admits Roca Labs required its customers to agree not to publicly disparage Roca Labs. Juravin states the referenced "August 2014 court filing . . . verified by Juravin" speaks for itself. Otherwise denied.

58. Juravin admits Roca Labs required its customers to agree not to publicly disparage Roca Labs. Otherwise denied.

59. Juravin admits Roca Labs provided its customers with a two-page, large print "Summary" document with each order. Otherwise denied.

60. Juravin admits Roca Labs enforced its contracts and took action to preserve and enforce its legal rights. Otherwise denied.

61. Juravin admits Roca Labs enforced its contracts and took action to preserve and enforce its legal rights. Juravin admits Roca Labs took action against an online site that allows companies to sign up to promote themselves by paying to post unverified customer testimonials about their own products, 1 or to post false, anonymous negative testimonials about competitors' products. Otherwise denied.

62. Juravin denies Roca Labs published or disclosed any protected health information. Juravin states that information disclosed in credit card disputes speaks for itself. Otherwise denied.

COUNT I

(Nondischargeable Debt for Money Obtained by False Pretenses, False Representations or Actual Fraud/Deceptive Weight-Loss Claims)

63. Juravin repeats and realleges his responses to paragraphs 3-62 as if set forth fully herein.

64. Denied.

a. Denied

b. Denied

- c. Denied
- d. Denied.
- 65. Denied.
- 66. Denied.
- 67. Denied.
- 68. Denied.
- 69. Denied.
- 70. Denied.

COUNT II

**(Nondischargeable Debt for Money Obtained by False Pretenses,
False Representations or Actual Fraud/False Establishment Claim)**

71. Juravin repeats and realleges his responses to paragraphs 3-62 as if set forth fully
herein.

- 72. Denied.
- 73. Denied.
- 74. Denied.
- 75. Denied.
- 76. Denied.
- 77. Denied.
- 78. Denied.

COUNT III

**(Nondischargeable Debt for Money Obtained by False Pretenses,
False Representations or Actual Fraud/Misrepresentations About
Gastricbypass.me)**

79. Juravin repeats and realleges his responses to paragraphs 3-62 as if set forth fully
herein.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

86. Denied.

COUNT IV

**(Nondischargeable Debt for Money Obtained by False Pretenses,
False Representations or Actual Fraud/Failure to Disclose Material Connections)**

87. Juravin repeats and realleges his responses to paragraphs 3-62 as if set forth fully herein.

88. Denied.

89. Juravin admits Roca Labs did not disclose that customers were rewarded/incentivized for providing their testimonials after losing weight using Roca Labs products. Juravin admits that if Roca Labs had disclosed this reward program to prospective customers, it may have influenced more people to purchase the Roca Labs products. Otherwise denied.

90. Denied.

91. Denied.

92. Denied.

93. Denied.

94. Denied.

95. Denied.

COUNT V
(Nondischargeable Debt for Money Obtained by False Pretenses,
False Representations or Actual Fraud/Deceptive Discount Claim)

96. Juravin repeats and realleges his responses to paragraphs 3-62 as if set forth fully herein.

97. Denied.

98. Denied.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

103. Denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The FTC has failed to state a claim upon which relief may be granted

Second Affirmative Defense

FTC's claims are barred because it has not and cannot show that consumer sustained any injury or harm.

Third Affirmative Defense

FTC's claims fail because Juravin's actions did not cause injury to consumers.

Reservation of Right to Add Affirmative Defenses

Juravin reserves the right to amend to add additional affirmative defenses as they become apparent.

WHEREFORE, Don Karl Juravin denies that the FTC is entitled to any relief and that the debt is nondischargeable and respectfully requests that this Court find in his favor and against the Federal Trade Commission, deny the FTC's prayer for relief, dismiss this action with prejudice and award him any additional relief as this Court may deem just and proper.

Dated: March 29, 2019

/s/ Denise D. Dell-Powell

Denise D. Dell-Powell, Esq.

Florida Bar No. 0890472

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ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 29, 2019 I electronically filed the foregoing document with the Clerk of the Court using CM/ECF which will send a Notice of Electronic Filing generated by CM/ECF to Michael P. Mora, Esq., mmora@ftc.gov, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

/s/ Denise D. Dell-Powell

Denise D. Dell-Powell